BENGALURU METROPOLITAN TRANSPORT CORPORATION

INVITES

TENDERS

FOR

SELECTION OF LICENSEE FOR PROVIDING HOUSEKEEPING SERVICES AT HOSKOTE BUS STATION, ON L1 BASIS. (LOWEST CHARGES)

CHIEF TRAFFIC MANAGER (COM),
BMTC, K H Road, Shanthinagar, Bengaluru – 560 027

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SECTION-I

NOTICE INVITING TENDER (NIT)

FOR
SELECTION OF A LICENSEE FOR PROVIDING HOUSEKEEPING SERVICES AT HOSKOTE BUS STATION IN BMTC

(Through Karnataka Public Procurement Portal only https://www.kppp.karnataka.gov.in)

Tender Reference No: [08/2025-26] Dated: [23/05/2025]

Date and time of and availability of Tender Document	From [28/05/2025] to [09/06/2025] upto 17:00 IST to be downloaded from the Karnataka Public Procurement Portal https://www.kppp.karnataka.gov.in
Last date for submission of online Tenders on Karnataka Public Procurement Portal	On [09/06/2025] upto [17:00] IST
Date and Time for opening of Technical Tender on the Karnataka Public Procurement Portal	10/06/2025 at [17:05] IST
Date and Time for opening of Financial Tender on the Karnataka Public Procurement Portal	Shall be intimated later
Validity of tenders	90 days from the date of submission of the Tenders
Selection basis	L1 (lowest monthly LF quoted)
Period of License	1 (One) year unless extended by the licensor for an additional period of upto maximum of 1 (One) year on mutual acceptance.
Address for Communications	Chief Traffic Manager (Com), Bengaluru Metropolitan Transport Corporation, K H Road, Shanthinagar, Bengaluru - 560027.

SECTION-II

TERMS AND CONDITIONS FOR SELECTION OF HOUSE KEEPING AGENCY FOR PROVIDING HOUSEKEEPING SERVICES AT HOSKOTE BUS STATION.

PRE-QUALIFICATION CRITERIA:

1) Eligible Tenderer

For determining the eligibility of Tenderer, the following conditions are required to be satisfied:

i. The Tenderer should not have been blacklisted or be under order of debarment during last 3 years as on the date of Notice Inviting Tender.

ii. Tenderer should not have been terminated during the last two years as on the date of submission of proposals for this tender due to non-fulfilment of contractual obligations as evidenced by imposition of penalty by any procurement entity or judicial authority or judicial pronouncement against the tenderer.

iii. The Tenderer shall either be a proprietorship Firm, or company, or partnership firm, or Limited Liability Partnership firm which is registered under the relevant statutory law.

iv. The Tenderer should have a Registered Office in Karnataka. The Tenderer must hold a valid registration of Trade license/Registration with labour department as supporting documents.

v. The Tenderer should have the following registrations:
   a. Registration with the Department of Labour.
   b. Registration under Employees' Provident Funds and Miscellaneous Provident Act, 1952.
   c. Registration under Employees State Insurance Act, 1948.
   d. Registration under Professional Tax.
   e. Registration under the Goods and Service Tax (GST)
   f. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961.
   And any other relevant registration applicable as per law.

2) Technical Capacity:

The Tenderer should establish their experience (the "**Technical Capacity**") as set out below:

The Tenderer should have successfully carried out Housekeeping services or similar services at public places such as bus stations, railway stations, places of public gathering, municipality toilet complexes etc. during any 1 (One) year out of the last 5 (Five) completed Financial Years. (i.e., Financial Years 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24) preceding the Last Date for submission of Tenders.

3) Financial Capacity:

The Tenderer should have the following financial capacity (the "**Financial Capacity**").

The Tenderer should have minimum Average Annual Turnover of INR. 6,00,000/- out of the last 5 (Five) completed financial years preceding the last date for submission of tenders (i.e. Financial Years 2019-20, 2020-21, 2021-22, 2022-23 and 2023-24).

The Tenderer(s) should submit details of the Annual Turnover and a certificate for average annual turnover from a Statutory Auditor / Chartered Accountant along with audited annual accounts for the respective financial years.

I. EVALUATION & OTHER CRITERIA:

1) **Evaluation Criteria:** Based on the lowest Bid (L1) received per month subject to fulfilment of Pre-qualification criteria set out. The financial offers of only qualified Licensees will be opened and considered for selection.

2) **Period of Contract:** 01 (One) year from the effective date and extendable one year on mutual consent.

3) The end rate is inclusive of all which includes wages to employees as per minimum Wages act, provident Fund, ESI contributions, equipments required for maintenance, all other taxes, levies and other incidental charges and Service tax.

4) **Payment:** Payment shall be made by BMTC as far as possible within 45 (Forty Five) days of receipt of the invoice and Licensee shall submit the relevant documents within 60 (sixty) days in the case of the final payment. The Licensee shall continue paying the personnel on timely manner irrespective of delay in payment by BMTC. Licensees are required to quote their offer for the Cleaning, maintenance of house-keeping work of the whole Bus Station.

5) The commercial offer/financial bid shall be in the form of total rate. The bid price shall be in rupees per month. Total rate shall include cost of manpower, consumables, machinery, taxes etc for the whole bus station complex (excluding pay & use toilet complex) as described in the Scope of Work.

6) In case of contractual amount payable to the personnel deployed is revised, it will be revised based on the revision of minimum wages within the 3 (three) years contract period subject to compliance from the Licensee for payment of minimum wages, PF & ESI as per the norms.

7) **Earnest Money Deposit: -**

   a. The EMD of Rs.1,00,000/- is to be paid through e-procurement mode.
   b. The EMD do not carry any interest.

8) **Security Deposit:** The Licensee has to furnish security deposit for an amount of 3 times of LF or Rs.30,000/- whichever is higher, the deposit shall be in the form of DD drawn in favour of **CAO FA BMTC.** The Security deposit is liable to be forfeited either in full or in part if the licensee fails to carry out the work as per the terms and conditions of the assignment letter / agreement or in case of non settlement of claims. The Security deposit does not carry interest. The Security deposit will be refunded only after the successful completion of contract period or termination of contract duly recovering the dues to the corporation, if any.

9) The EMD of the successful licensee will be adjusted towards security deposit. The selected licensee shall remit balance security deposit & enter into agreement within 21 days (including holidays) from the date of issue of allotment letter, failing which, Earnest Money Deposit will be forfeited and allotment will be cancelled by duly black listing the agency and the licensee/agency will not be permitted to participate in any of the tenders of BMTC for a period of three (3) years from the date of such black listing.

10) The Licensor reserves the right to accept, reject or cancel any or all the Tenders or to abandon the procurement process without assigning any reasons thereof & shall not incur any liability to the Tenderers.

11) **Risk Purchase Clause:** If the services are not provided as per the delivery schedule, as per the scope of work, specifications, terms and conditions of the assignment letter/ agreement BMTC will obtain services from alternate sources. Extra expenditure incurred thereof along with the penalty for non–fulfilment of contractual obligations shall be payable by the licensee failing which same will be recovered from security deposit.

12) **Insurance**

The Licensee shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, such insurance as are necessary including but not limited to the risk and coverages as provided. BMTC shall not be responsible for any of the staff insurance.

a) **Evidence of Insurance**

The Licensee shall, from time to time, shall maintain mandatory insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance). The

Licensee shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the License Period.

13) **Indemnity**

The Licensee has to indemnify the licensor, against all claims, damages or compensation by Personnel under the provisions of all labour laws & all applicable laws in force from time to time. The Licensor will not own any responsibility in this regard. The Licensee will be liable for any such consequences resulting from applicable laws.

SECTION-III

SCOPE OF WORK:

1) The works covered under the scope of this tender shall include House keeping services for BMTC Office Area/ Stair Case & licensees office space (except pay & park Licensee area)/ waste disposal sewerage & Underground drainage clearance whenever its blocked, maintenance of bus bay & platform area, office toilets maintenance, lawn maintenance, subway area, terrace area.

2) The details of the works to be undertaken are as per schedule 'A' and 'B'. The Licensee required shall deploy/engage sufficient workers and supervisory staff to carry out the Housekeeping Management services.

3) The cost of inputs, consumables, machineries etc required for maintenance and cleaning of the Bus Station as prescribed in the schedule of work are to be borne by the licensee.

4) The Licensee shall repair & at his own cost maintain / ensure:
   a. Undertake pest control measures.
   b. Transport collected garbage from the premises.
   c. Placing Naphthalene balls in all the urinals and washbasins at all times.
   d. Cleaning of all office toilets Complex with standard quality cleaner/acid continuously and kept hygienic without giving any scope for complaints.

5) The Licensee has to provide mechanized cleaning equipments such as;
   a) Heavy duty scrubber - 1 No.
   b) Single disc scrubber - 1 No.
   c) Aluminium ladder (30ft) - 1 No.
   d) Heavy duty wet & dry vacuum cleaner - 1 No.
   e) High pressure jet pump - 1 Nos.
   f) Single mop ringer trolley bucket - 1 No.
   g) Pest control spraying machine - 1 No.
   h) Wheel barrow Trolley (Small) - 1 No.
   i) Wheel barrow Trolley (Large) - 1 No.

6) **Electricity& Water charges for Providing Housekeeping service:**

- Electric power/water required for carrying out the house keeping operations will be made available free of cost and the Licensee shall exercise utmost care for judicious use of these resources.

- The License / Contract will be terminated, if the licensee misuses the same.

7) The Licensee shall bear the cost of disposal of waste generated in housekeeping maintenance area.

8) The Licensee shall not engage child labour.

9) The Licensee shall post substitute labour in case of regular worker avails weekly off/ leave or abstained from duty. Totally the cleaning work should not suffer.

10) The worker engaged for Housekeeping Maintenance services should be present at the complex. In case the worker and the supervisory staff is not found at the complex/work spot at the time of inspection of complex by the officers of the corporation, Corporation reserves the right to recover the Proportionate value of the contractual amount besides initiating action to terminate the contract.

11) During the course of inspection of complex by the officers of the Corporation, if the work is found to be unsatisfactory, the corporation reserves the right to impose penalty for the unsatisfactory work rendered by the workers/labourers and the same will be deducted from the bill.

12) The payment of statutory contributions: Every month the selected Agency shall pay all statutory contributions like PF, ESI, PT in the name of persons deployed. Every month the Licensee shall pay other statutory contributions and Taxes if any without fail. A copy of the documentary proof having paid all the above contributions, Taxes shall be furnished. BMTC will make the monthly payment only against submission of documentary proof for having paid for the previous month. In addition TDS as applicable shall be deducted. BMTC shall not be responsible for payment of wages and also not be responsible for non-payment of any statutory recoveries like PF, ESI etc., in respect of the workers engaged by the Licensee.

13) The Licensee has to ensure that the workers are undergone health check-up twice a year.

14) The wages paid to the employees engaged shall be strictly confirmed to the provisions of the Minimum Wages Act pertaining to Cleaning staff for housekeeping services and other workers engaged in similar kinds of work which is existed as and when. The monthly payments shall be made directly through their individual Bank accounts only. The Licensee is required to provide the bank account statement of wages paid to the labourers every month.

15) The Licensee shall provide Identity Cards to his Individual Workers and also safety equipment/gadgets as per norms.

16) The Licensee shall make use of his own equipment and materials for cleaning the complex/ bus station/office area etc.,

17) The Licensee shall maintain the required registers, books and accounts etc., under various statutory enactment and laws applicable.

18) The Licensee shall clean the whole premises and get certified by stand incharge/ Assistant Traffic Manager in the prescribed register.

19) Employee attendance register maintained by the agency should be certified by the stand incharge/ Assistant Traffic Manager on daily basis.

20) The Licensee should agree to undertake that he shall not claim to be a Lessee under this agreement at any point of time and subsequently involve the Corporation in litigation.

21) The Licensee have to execute an agreement on requisite valued stamp paper as per Karnataka Stamp Act regarding the performance of the contract after duly depositing the prescribed interest free Security Deposit.

22) The Corporation may increase or decrease the housekeeping area with prior notice to the agency on pro-rata charges.

23) The labour engaged for the services shall be able to address the commuters in Kannada language.

24) If the performance of the Licensee is found to be unsatisfactory, the contract would be terminated even within the stipulated period of Three years without assigning any reasons and notice besides forfeiting the Security Deposit.

25) If the Licensee decided to terminate the contract prematurely before the end of **01 (one) year**, BMTC shall forfeit the entire Security Deposit.

26) In the event of Licensee desires to terminate the contract after one year, he may do so by giving **03(three) months** advance notice to the Corporation. Security deposit will be refunded after deducting dues if any.

27) If BMTC desires to terminate the contract before the expiry period, it may do so by giving **01 (one) month** prior notice to the Licensee, without giving any reasons. In such cases Security deposit will be refunded after deducting dues if any.

28) The Licensee shall hand-over the possession of the premises voluntarily and he shall not obstruct the Licensor from taking possession by approaching the Civil Court or against floating fresh tender.

29) **Dispute Settlement:**
   a) In case of any dispute arising between the Licensor and Licensee in respect of the interpretations or performance of any terms and conditions of the agreement the same shall be referred to the Managing Director of BMTC to settle the dispute amicably and whose decision shall be final and conclusive.
   b) Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City Commercial Courts.

30) **Subletting is strictly prohibited:** The license granted is not transferable to any third party. However, he shall deploy employees which are necessary for keeping premises & bus stand cleaning. In the event of the death of the licensee or the licensee becoming insolvent prior to the expiry of the period of the license, the license granted shall come to an end.

31) The Licensee shall comply with all the provisions of prevailing Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act. Provision of Hours of Employment Regulation Act, Payment of Wages Act, Factories Act, Employees PF Act, Bonus Act, Payment of Gratuity Act, Equal remuneration Act, ESI Act, Industrial Disputes Act, Employment of Children Act, MV Act and Regulation of Employment and Welfare Act or any other Act applicable. In case of consumer Forum case the liability will rest with the Licensee.

32) If the Licensee fails to fulfil contractual obligations or due to Event of default the license shall be terminated by forfeiting the security deposit.

SECTION-IV

SCHEDULES

Schedule A: Definition of services and details of Jobs:

1. The services for Hoskote Bus Station & premises herein mean the office complex, Bus station including sub ways & surroundings areas of complex as below:

Sl.No	Location	Area in sq mtr
1.	Hoskote BMTC usage area	6,934.3

2. Working hours for labourers:

1st shift 06:00 hours to 14:00 hours
2nd Shift 14:00 hours to 22:00 hours

3. Work Detail:

i. Monthly two times cleaning of terrace area including staircase head rooms and vacant place of TTMC & etc., as a part of the tender.

ii. Cleaning of office toilets which include toilet flooring, wash basins, commodes, urinals, mirrors, fixtures Water Closets (WC) etc., with good quality disinfectants **once in every two hours a day.**
iii. Regular cleaning and maintenance, Sweeping and wet mopping of floors, Bus Bays & platforms, Office Area, Staircase, Ramps, Drive ways, common area, inside lifts, passenger seats, office toilets etc..,
iv. Regular removal of garbage.
v. Cleaning of structural glazing area, granite cladding, and removal of cobwebs over buildings, roofs and other structures monthly two times.
vi. Daily cleaning and dusting of pillars and walls. Cleaning and dusting of furniture both wooden, steel, wooden doors and windows. Cleaning and dusting of commuters waiting halls, including seats provided at the office. Cleaning and dusting of electrical fittings, fixtures, tube lights bulbs etc., Cleaning and dusting of time-table boards, destination boards, office location boards, name boards etc., at bus station.
vii. Cleaning of fans, Cleaning of walls and removing of stains on the wall, cleaning of open corridors surroundings of the complex, cleaning of dustbins and spittoons.
viii. Cleaning of drinking water equipments at the complex.
ix. The service provider shall make arrangements to dispose the segregated dry & wet waste separately at their own cost. The Licensee shall not dump the waste in BMTC any other premises.
x. Cleaning blockages of UGD & sewerage drain.
xi. Removing the silt collected during the rainy season.
xii. Removal of web in and outside the complex etc.
xiii. Prevention of stagnation of water in the premises.
xiv. Cleaning of Sub ways, Ramps, Staircases.
xv. The toilets and urinals shall be cleaned with standard quality acid continuously and kept hygienically without giving any scope for complaints.
xvi. Naphthalene balls shall be replaced in all the urinals & washbasins frequently.
xvii. The staff has to wear uniform with name badge.

4. Penal Clause:

Sl.No	Details	Penalty
1.	The Licensee shall be responsible for all the omissions and commissions of all the personnel deployed under this Contract	i. The Licensee shall be liable to compensate officers, staff or the department for any loss due to theft/pilferage/damage to the articles, equipment, fixtures, and furniture etc., caused due to negligence, carelessness or any fault of his personnel. ii. Loss or damage shall be as assessed by the Bus Stand In-Charge and appropriately recovered from the Licensee either from the payments due to the Licensee against the invoices or by invoking the Security Deposit to the extent of damage assessed or both, as the case may be.
2.	Substitution of Personnel Deployed under this Contract	i. Licensee shall provide a substitute immediately in the event of any person leaving the job due to his/her personal reasons. ii. Delay by the Licensee in providing suitable additional personnel for any substitute will attract a penalty @ INR.100/- per day per personnel, besides recovering wages for the day.
3.	Quality of work	i. A fine of Rs.500/- shall be imposed if there found to be any lapse in cleaning of premises/office

		room/rest room/garden/disposal of garbage/equipments/furniture etc., a memo will be issued before imposition of this fine. ii. In case of failure on the part of the licensee to clean the premises satisfactorily, BMTC will undertake cleaning the premises by engaging the casual labour. Such of the amount incurred by BMTC will be recovered from the cleaning license fee.
4.	Non-performance/Non-usage of specific Machines (if the breakdown of the Machine is major, then the Licensee is allowed to substitute with Other Machine and the same is to get approved by the Bus Stand in charge with proper documents.	i. Penalty @ INR.200/- (Rupees Two Hundred Only) per machine per day shall be charged. ii. If the problem persists for more than 10 (ten) days, the Client reserves the right to terminate the Contract and forfeit the Security Deposit.
5.	Complaint from Passengers	i. Penalty @ Rs.200 (Rupees Two Hundred only) per instance based on complaint by commuters as ascertained by Bus Stand In-charge. ii. If the number of such instances exceeds beyond 25 (Twenty-Five) in a year, the Client reserves the right to terminate the Contract Agreement and forfeit the Security Deposit. iii. The penalty shall be charged upto Rs.5000/- if the complaint is raised from the media.

SCHEDULE 'B'

The premise herein includes the BMTC office area, Bus Station including sub ways and surrounding areas of complex as below:

ANNEXURE:

:

Sl. No	Name of Bus Station	Establishment	Sq.mt	Estimated LF	EMD in Rs.	Turnover
1.	Hoskote	House Keeping (L1)	6,934.3	-	1,00,000	6,00,000

Sd/-

Chief Traffic Manager (Com)
Tender Inviting Authority

SCHEDULE 'C'

Deed of Agreement for Housekeeping Services of _____ TTMC Bus Station.

This Agreement made on this day of **MM-YYYY** between the BMTC represented by **The Chief Traffic manager**, **BMTC Central Offices, Shanthinagar, Bengaluru-560027** hereinafter called the **"LICENSOR"** of the ONE PART (which term shall mean and include his successors, heirs and administrators in interest) and **Sri _____, (Residing)_____** hereinafter called the **"Licensee"** of the SECOND PART (which term shall mean and include his/her successors, heirs and administrators in interest).

WHEREAS the Licensor desirous of having its premises, fixtures and fittings therein particularly cleaned and serviced as per the terms & conditions. Accordingly, The Licensor has floated Tender Notification No..... dated..... (through e- procurement portal).

WHEREAS, the part of the second part has participated in the tender and selected as lowest one (L-1) for Cleaning & Maintenance Services of the whole area of _____ **Bus Station (Description:_____ Sq. mtr) on the following terms and conditions.**

NOW THIS DEED OF AGREEMENT WITNESSETH AS FOLLOWS:-

1) This contract will be in force for period of 01 (One) years from the **_____ (Effective date) to _____**and the said contract period is extendable for one more year on mutual consent and performance of the Cleaning & Maintenance Services.

2) In consideration of the Licensee performing the said service to satisfaction of the Licensor, the Licensee shall be paid Monthly licensee fee by licensor a sum of Rs. _____/-(Rupees. _____ only) including GST all other taxes and Service charges as applicable. The basic rate is inclusive of all which includes wages to the employees as per Minimum Wages Act, Provident fund, ESI contributions, equipment required for Comprehensive property management, all other taxes levies and other incidental charges inclusive of Service tax.

3) That in consideration of the payment of Rs._____/- **(Rupees _____ only)** as interest free security deposit. The Licensee deposited an Earnest Money Deposit amount of **Rs. _____/-** (Rupees. _____ only) during the tender through NEFT accounted under BMTC receipt No: **_____ Dated: DD.MM.YYYY** shall be treated as the part of Security Deposit. The balance Security Deposit of Rs. **_____/- (Rupees _____ only)** is paid through **RTGS/NEFT Dated: DD.MM.YYYY** accounted under BMTC receipt **_____ Dated: DD.MM.YYYY** The Security Deposit will not carry any interest. The Security deposit will be refunded after successful completion of the agreement after adjusting the dues payable if any to BMTC.

4) **License Type:** L1 i.e., BMTC (Licensor) shall pay the license fee to licensee.

5) **Period of Contract:** 1 (one) year from effective date and extendable one year on mutual consent.

6) **Payment:** Payment shall be made by BMTC as far as possible within 45 (Forty Five) days of receipt of the invoice and Licensee shall submit the relevant documents as specified below within 60 (sixty) days in the case of the final payment. The Licensee shall continue paying the personnel on timely manner irrespective of delay in payment by BMTC.

7) In case of contractual amount payable to the personnel deployed is revised, it will be revised based on the revision of minimum wages within the contract period subject to compliance from the Licensee for payment of minimum wages, PF & ESI as per the norms.

8) The Licensee shall carry works covered under the scope of this tender shall include House keeping services for BMTC Office Area/ Stair Case/ TTMC floors used by BMTC & office space (except pay & park Licensee area)/ waste disposal sewerage & Underground drainage clearance whenever its blocked, maintenance of bus bay & platform area, office toilets maintenance, lawn maintenance, subway area, terrace area.

9) The Licensee shall carry the works as per Schedule - I. The Licensee required deploy/engage sufficient workers and supervisory staff to carry out the Housekeeping Management services.

10) The licensee shall borne the cost of inputs, consumables, machineries etc required for maintenance and cleaning of the Bus Station as prescribed in the schedule of work.

11) The Licensee shall repair & at his own cost maintain / ensure:
    a. Undertake pest control measures.
    b. Transport collected garbage from the premises.
    c. Placing Naphthalene balls in all the urinals and washbasins at all times.
    d. Cleaning of all office toilets with standard quality cleaner/acid continuously and kept hygienic without giving any scope for complaints.

12) The Licensee has to provide mechanized cleaning equipments such as;
    a) Heavy duty scrubber - 1 No.
    b) Single disc scrubber - 1 No.
    c) Aluminum ladder (30ft) - 1 No.
    d) Heavy duty wet & dry vacuum cleaner - 1 No.
    e) High pressure jet pump - 1 Nos.
    f) Single mop ringer trolley bucket - 1 No.
    g) Pest control spraying machine - 1 No.
    h) Wheel barrow Trolley (Small) - 1 No.
    i) Wheel barrow Trolley (Large) - 1 No.

13) **Electricity& Water charges for Providing Housekeeping service:**
    - Electric power/water required for carrying out the house keeping operations will be made available free of cost and the Licensee shall exercise utmost care for judicious use of these resources.
    - The License / Contract will be terminated, if the licensee misuses the same.

14) The Licensee shall bear the cost of disposal of waste generated in housekeeping maintenance area.

15) The Licensee shall not engage child labour.

16) The Licensee shall deploy substitute labour in case of regular worker avails weekly off/ leave or absent from duty and cleaning work should not be hampered.

17) The worker engaged for Housekeeping Maintenance services should be present at the complex. In case the worker and the supervisory staff is not found at the complex/work spot at the time of inspection of complex by the officers of the Corporation, Corporation reserves the right to recover the Proportionate value of the contractual amount besides initiating action.

18) During the course of inspection of complex by the officers of the Corporation, if the work is found to be unsatisfactory, the corporation reserves the right to impose penalty for the unsatisfactory work rendered by the workers/labourers and the same will be deducted from the bill.

19) **The payment of statutory contributions:** Every month the licensee shall pay all statutory contributions like PF, ESI, PT in the name of persons deployed. Every month the Licensee shall pay other statutory contributions and Taxes if any without fail. A copy of the documentary proof having paid all the above contributions, Taxes shall be furnished. BMTC will make the monthly payment only against submission of documentary proof for having paid for the previous month. In addition TDS as applicable shall be deducted. BMTC shall not be responsible for payment of wages and also not be responsible for non-payment of any statutory recoveries like PF, ESI etc., in respect of the workers engaged by the Licensee.

20) The Licensee has to ensure that the workers are undergone health check-up twice a year.

21) The wages paid to the employees engaged by the licensee shall be strictly confirmed to the provisions of the Minimum Wages Act pertaining to Cleaning staff for housekeeping services and other workers engaged in similar kinds of work which is existed as and when. The monthly

payments shall be made directly through their individual Bank accounts only. The Licensee is required to provide the bank account statement of wages paid to the labourers every month.

22) The Licensee shall provide Identity Cards to his Individual Workers and also safety equipment/gadgets as per norms.

23) The Licensee shall make use of his own equipment and materials for cleaning the complex/ bus station/office area etc.,

24) The Licensee shall maintain the required registers, books and accounts etc., under various statutory enactment and laws applicable.

25) The Licensee shall clean the whole premises and get certified by stand incharge/ Assistant Traffic Manager in the prescribed register.

26) The Licensee shall maintain employee attendance register maintained by the agency should be certified by the stand incharge/ Assistant Traffic Manager on daily basis.

27) The Licensee agrees to undertake that he shall not claim to be a Lessee under this agreement at any point of time and subsequently involve the Corporation in litigation.

28) The Corporation may increase or decrease the housekeeping area with prior notice to the agency on pro-rata charges.

29) The labour engaged for the services shall be able to address the commuters in Kannada language.

30) If the performance of the Licensee is found to be unsatisfactory, the contract would be terminated even within the stipulated period of Three years without assigning any reasons and notice besides forfeiting the Security Deposit.

31) In the event if the Licensee decided to terminate the contract prematurely before the end of 01 (one) year, BMTC shall forfeit the entire Security Deposit.

32) In the event if the licensee desires to extend the license period beyond one year he shall submit the willingness for the extension of contract, three (3) months before the end of contract. The extension will be based on mutual consent.

33) The Licensor is at liberty to terminate the contract before the expiry of the contract period by giving One month prior notice to the Licensee. In such cases Security deposit will be refunded after deducting dues if any.

34) The Licensee agrees that after the expiry of the period of contract, he shall hand-over the possession of the premises voluntarily and he shall not obstruct the Licensor from taking possession by approaching the Civil Court or against floating fresh tender.

35) **Dispute Settlement:**
   a) In case of any dispute arising between the Licensor and Licensee in respect of the interpretations or performance of any terms and conditions of the agreement the same shall be referred to the Managing Director of BMTC to settle the dispute amicably and whose decision shall be final and conclusive.
   b) Any litigation arising out of the said contract would be the exclusive jurisdiction of Bengaluru City Commercial Courts.

36) **Subletting is strictly prohibited:** The license granted is not transferable to any third party. However, he shall deploy employees which are necessary for keeping premises & bus stand cleaning. In the event of the death of the licensee or the licensee becoming insolvent prior to the expiry of the period of the license, the license granted shall come to an end.

37) The Licensee shall comply with all the provisions of prevailing Contract Labour (Regulation and Abolition) Act, Workmen's Compensation Act. Provision of Hours of Employment Regulation Act, Payment of Wages Act, Factories Act, Employees PF Act, Bonus Act, Payment of Gratuity

Act, Equal remuneration Act, ESI Act, Industrial Disputes Act, Employment of Children Act, MV Act and Regulation of Employment and Welfare Act or any other Act applicable. In case of consumer Forum case the liability will rest with the Licensee.

38) The licensee shall strictly comply with the Fire Fighting Department regulations and norms. You should prepare "Do's and Don'ts" for adhering the rules and regulations of Fire Fighting Department, CEIG, BESCOM, Pollution Control Board and to be displayed in appropriate locations at no extra cost.

39) In the event if the Licensee fails to fulfil contractual obligations or due to Event of default the license shall be terminated by forfeiting the security deposit besides blacklisting licensee for three years.

40) **Risk Purchase Clause:** If the services are not provided as per the delivery schedule/as per the scope of work/specifications/terms and conditions of the assignment letter/ agreement given to the Licensee. BMTC will obtain services from alternate sources. Extra expenditure incurred thereof along with the due to non–fulfillment of contractual obligations shall be payable by the licensee failing which same will be recovered from security deposit by the BMTC.

41) **Insurance:**

The Licensee shall at its cost and expense, purchase and maintain by due re-instatement or otherwise, such insurance as are necessary including but not limited to the risk and coverages as provided. BMTC shall not be responsible for any of the staff insurance.

a) Evidence of Insurance

The Licensee shall, from time to time, shall maintain mandatory insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance). The Licensee shall from time to time promptly pay insurance premium, keep the insurance policies in force and valid throughout the License Period.

42) **Indemnity:**

The Licensee has to indemnify the licensor, against any kind of claims, damages or compensation by personnel under the provisions of all labour laws & all applicable laws in force from time to time. The Licensor will not own any responsibility in this regard. The Licensee will be liable for any such consequences resulting from violation of applicable laws.

SCHEDULES – I

43) The services for _____ Bus Station & premises herein mean the office complex, Bus station including sub ways & surroundings areas of complex as below:

No	Sl.	Location	Area in sq mtr
	1.	BMTC usage area	
		Total	

44) Working hours for labourers:
1st shift 06:00 hours to 14:00 hours
2nd Shift 14:00 hours to 22:00 hours

45) **Work Detail:**

i. Monthly two times cleaning of terrace area including staircase head rooms and vacant place of TTMC & etc., as a part of the tender.
ii. Cleaning of office toilets which include toilet flooring, wash basins, commodes, urinals, mirrors, fixtures Water Closets (WC) etc., with good quality disinfectants once in every two hours a day.
iii. Regular cleaning and maintenance, Sweeping and wet mopping of floors, Bus Bays & platforms, Office Area, Staircase, Ramps, Drive ways, common area, inside lifts, passenger seats, office toilets etc..,
iv. Regular removal of garbage.

v. Cleaning of structural glazing area, granite cladding, and removal of cobwebs over buildings, roofs and other structures monthly two times.

vi. Daily cleaning and dusting of pillars and walls. Cleaning and dusting of furniture both wooden, steel, wooden doors and windows. Cleaning and dusting of commuters waiting halls, including seats provided at the office. Cleaning and dusting of electrical fittings, fixtures, tube lights bulbs etc., Cleaning and dusting of time-table boards, destination boards, office location boards, name boards etc., at bus station.

vii. Cleaning of fans, Cleaning of walls and removing of stains on the wall, cleaning of open corridors surroundings of the complex, cleaning of dustbins and spittoons.

viii. Cleaning of drinking water equipments at the complex.

ix. The service provider shall make arrangements to dispose the segregated dry & wet waste separately at their own cost. The Licensee shall not dump the waste in BMTC any other premises.

x. Cleaning blockages of UGD & sewerage drain.

xi. Removing the silt collected during the rainy season.

xii. Removal of web in and outside the complex etc.

xiii. Prevention of stagnation of water in the premises.

xiv. Cleaning of Sub ways, Ramps, Staircases.

xv. The toilets and urinals shall be cleaned with standard quality acid continuously and kept hygienically without giving any scope for complaints.

xvi. Naphthalene balls shall be replaced in all the urinals & washbasins frequently.

xvii. The staff has to wear uniform with name badge.

46) **Penal Clause:**

Sl.No	Details	Penalty
1)	The Licensee shall be responsible for all the omissions and commissions of all the personnel deployed under this Contract	i. The Licensee shall be liable to compensate officers, staff or the department for any loss due to theft/pilferage/damage to the articles, equipment, fixtures, and furniture etc., caused due to negligence, carelessness or any fault of his personnel. ii. Loss or damage shall be as assessed by the Bus Stand In-Charge and appropriately recovered from the Licensee either from the payments due to the Licensee against the invoices or by invoking the Security Deposit to the extent of damage assessed or both, as the case may be.
2)	Substitution of Personnel Deployed under this Contract	i. Licensee shall provide a substitute immediately in the event of any person leaving the job due to his/her personal reasons. ii. Delay by the Licensee in providing suitable additional personnel for any substitute will attract a penalty @ INR.100/- per day per personnel, besides recovering wages for the day.
3)	Quality of work	i. A fine of Rs.500/- shall be imposed if there found to be any lapse in cleaning of premises/office room/rest room/garden/disposal of garbage/equipments/furniture etc., a memo will be issued before imposition of this fine. ii. In case of failure on the part of the licensee to clean the premises satisfactorily, BMTC will

		undertake cleaning the premises by engaging the casual labour. Such of the amount incurred by BMTC will be recovered from the licensee.
4)	Non-performance/Non-usage of specific Machines (if the breakdown of the Machine is major, then the Licensee is allowed to substitute with Other Machine and the same is to get approved by the Bus Stand in charge with proper documents.	i. Penalty @ INR.200/- (Rupees Two Hundred Only) per machine per day shall be charged. ii. If the problem persists for more than 10 (ten) days, the Client reserves the right to terminate the Contract and forfeit the Security Deposit.
5)	Complaint from Passengers	i. Penalty @ Rs.200 (Rupees Two Hundred only) per instance based on complaint by commuters as ascertained by Bus Stand In-charge. ii. If the number of such instances exceeds beyond 25 (Twenty-Five) in a year, the Client reserves the right to terminate the Contract Agreement and forfeit the Security Deposit. iii. The penalty shall be charged upto Rs.5000/- if the complaint is raised from the media.

47) The work should be in conformity with the terms prescribed in the agreement. If the work is not carried out as per the agreement, then BMTC reserves the right to Black List such firms/Licensee.

48) The following documents attached hereto shall be deemed to form and be read and construed an integral part of this Contract:

a. The following Appendices:

Schedule A: Notification of Award and Letter of Acceptance

Schedule B: Any modification, addendum

Schedule C: Draft Agreement

All other terms & conditions notified with the notification published are valid and applicable.
IN WITNESS WHEREOF, the parties to the Agreement have signed this Deed on the day month and year day first above mentioned. A Xerox copy of the agreement signed by both the parties has been delivered to the Licensee.

Licensor **Licensee**

Chief Traffic Manager (Com) **( )**

Witness: Witness:

1) 1)

2) 2)